TITLE PAGE

OF

KENTUCKY LOCAL EXCHANGE SERVICES TARIFF

OF

Symtelco, LLC

This tariff filed with the Kentucky Public Services Commission contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local exchange telecommunication services provided by Symtelco, LLC with principal offices at 1385 Weber Industrial Drive, Cumming, Georgia 30041. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business, hours at the Company's principal place of business.

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SEP 1 1 2003

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

ISSUED: August 11, 2003

EFFECTIVE September 11, 2003

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CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date shown at the bottom of this page.

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SECTION 9 (1)

CHECK SHEET (continued)

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All material in this Tariff is new.

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EFFECTIVE September 11, 2003

By: Greg Hogan, President 1385 Weber Industrial Drive Cumming, GA 30041

ISSUED: August 11, 2003

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APPLICATION OF TARIFF

This tariff filed with the Kentucky Public Services Commission contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local exchange telecommunication services provided by Symtelco, LLC with principal offices at 1385 Weber Industrial Drive, Cumming, Georgia 30041. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business, hours at the Company's principal place of business.

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ISSUED: August 11, 2003

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (D) Discontinued rule or regulation
- (M) Moved text or section without change
- (N) New rate or regulation
- (R) Reduced rate
- (T) Change in text but no change in rate or regulation

Check Sheets – When a Tariff filing is made with the KPSC, an updated check sheet accompanies the Tariff filing.

Sheet Numbering and Revision Levels – sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right hand corner of each page. These levels are used to determine the most current sheet version on file with the KPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

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ISSUED: August 11, 2003

EFFECTIVE September 11, 2003

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SECTION 1 - DEFINTIONS AND ABBREVIATIONS

The following terms, whether or not capitalized in the Tariff, shall have the meanings set forth below:

<u>Collect Call</u> – Denotes a billing arrangement by which the charge for a call may be billed to a calling card or third party number. In the case of a telephone, which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be reoriginated from the called service point.

Company, the - Symtelco, LLC., unless the context indicates otherwise.

Commission - The Kentucky Public Service Commission, unless the context indicates otherwise.

CPE - Customer Provided Equipment.

<u>Customer</u> – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

<u>Customer Account</u> – A customer's record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

<u>Customer Premises</u> – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by same Customer in different buildings on the same property.

<u>Customer Provided Equipment (CPE)</u> – Equipment provided by the Customer.

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EFFECTIVE September 11, 2003

By: Greg Hogan, President 1385 Weber Industrial Drive Cumming, GA 30041

ISSUED: August 11, 2003

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1. DEFINTIONS AND ABBREVIATIONS (continued)

<u>Demarcation Point</u> – That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Tariff. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as having a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum coin of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

<u>Direct Outward Dialing (DOD)</u> – A service attribute that routes outgoing call directly to the exchange network with out attendant assistance.

<u>Directory Assistance</u> – Service whereby Customers may request assistance in determining the telephone numbers when the listed name is provided.

<u>Directory Listing</u> – The publication in the BellSouth Telecommunications, Inc. White Pages directory of information relative to the customer's telephone numbers ("the Directory"), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Nonlisted Service – A listing, in the alphabetical section of the Company's directory, maintained on directory assistance records that will be furnished upon the request of the calling party.

Nonpublished Exchange Service – A listing, not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of the calling party.

Primary Listing - One listing in the Directory, at no charge, when applying for telephone service.

<u>Disconnection</u> – The temporary cessation of telecommunications service.

<u>Dual Tone Multi-Frequency (DTMF)</u> – The pulse type employed by tone dial station sets.

Exchange – A telephone system which provides for service within a specified area known as the "Exchange PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED: August 11, 2003

EFFECTIVE September 11, 2003

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1. DEFINTIONS AND ABBREVIATIONS (continued)

<u>Exchange Access Line</u> – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the company.

<u>Exchange Service</u> – The furnishing of service for telephone communication with in local service areas in accordance with the provisions of this Tariff.

<u>Extended Area Service</u> – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Flat Rate Service - Exchange Service furnished for a specific sum without regard to amount of use.

<u>Individual (1-Party) Line Service</u> – A grade of Exchange Service which provides for a maximum of one main station on a line.

<u>Intercept Referral Service-Basic</u> – Used when a customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or address. This service is provided to customers for a minimum of 30 days, while capacity on facilities exists.

<u>Interexchange Channel</u> – That portion of a channel which interconnects exchanges in which the stations are located.

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ISSUED: August 11, 2003

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1. DEFINTIONS AND ABBREVIATIONS (continued)

<u>LATA</u> – Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

<u>Local Messages</u> – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone call at exchange rates.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Sent-Paid - Denotes a billing arrangement whereby a call is charged to the service point originating the call.

<u>Station</u> – Telephone equipment from or to which calls are placed.

<u>Three-Way Calling</u> – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

<u>Toll Restriction</u> – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

<u>Trunk</u> – A commercial channel between two switching (i.e., Central Office, PBX) systems.

<u>Termination</u> – The permanent cessation of telecommunications service.

<u>Two-Point Service</u>, <u>Person-to-Person</u> – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

<u>Two-Point Service</u>, <u>Station-to-Station</u> – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

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EFFECTIVE September 11, 2003

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the State of Kentucky, as specified herein.
- 2.1.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute and other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or the facility.

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2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Tariff. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- 2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision to this Tariff, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

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2.3 Use of Service (continued)

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay charges incurred under this Tariff or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service shall survive such termination.

2.4 Liability

- 2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff or any service order shall not exceed the amount of the credit allowance described in Section 2.6 herein. The extension of credit allowances as described in Section 2.6 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff or any service order. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, goodwill, income or profits, even if advised of the possibility of the same.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage for any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff or any service order if caused by or resulting from: any person or entity other than the Company; labor difficulties; fire, flood, earthquake, or any act of God; explosion; war; state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government or by any other cause beyond the Company's control.
- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contact, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff:

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2.4 Liability (continued)

2.4.3 (continued)

- B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
- C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members, or invitees;
- D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company.
- E. Any personal injury or death of any person or for any loss or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.
- 2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or liability whatsoever whether suffered, made, instituted or asserted by Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defect in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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2.4 Liability (continued)

2.4.4 (continued)

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to BellSouth Telecommunications, Inc.

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service providers equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental agency.

2.4.5 No agent or employee of any carrier shall be deemed to be an agent or employee of the Company.

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2.4 Liability (continued)

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4.7 Directory Errors and Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the actual amount of impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00 whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or missions by abatement or refund, or by a combination of abatement and refund.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other that the Company. A credit allowance is subject to the provisions of this section and the other sections of the Tariff, including, but not limited to, the general liability set forth in Section 2.4 herein and the terms of service of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

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2.6 Responsibility of the Customer

- 2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
 - A. Placing orders for service; paying all appropriate charges for services rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 - B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s)
 - C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.
 - D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment of such premises.

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ISSUED: August 11, 2003

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2.6 Responsibility of the Customer (continued)

- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged, by the Company to the Customer.
- F. Providing the Company's authorized employees, contractor, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing telephone service.
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of the Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contactors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Kentucky, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, Tariffing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.
- I. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

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2.6 Responsibility of the Customer (continued)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from the Company performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or;
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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2.6 Responsibility of the Customer (continued)

- 2.6.3 Credit Allowances (continued)
 - E. Credit Allowance Directory

For errors or omissions in listing in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, or errors or omissions in alphabetical telephone directories (excluding the use of bold fact type), or in information records, an amount within the following limits:

- For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or other fixed term service contract. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer.

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2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charge for Service

- A. Charges for service are applied on recurring and nonrecurring basis. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer in accordance with the provisions of this Tariff.
- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received the Customer's number(s), e.g., collect; billed to the Customer's number(s) via third party billing; incurred at the specific request of the Customer, or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed in advance.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.
- F. Billing information provided to each customer on a monthly basis shall include but not be limited to:
 - 1. The number of access lines for which charges are stated.
 - 2. Each applicable telephone number and/or account number.
 - 3. The beginning or ending dates of the billing period.
 - 4. The date the bill becomes delinquent if not paid on time.
 - The unpaid balance (if any).
 - 6. The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.

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2.6 Responsibility of the Customer (continued)

- Payment and Charge for Service (continued)
 - 7. An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by BellSouth Telecommunications, Inc., Verizon or Sprint as applicable
 - 8. The total amount due.
 - If applicable, the amount of a deposit and interest accrued on a deposit 9. which has been credited to the charges stated.
 - 10. A telephone number where inquires may be made.
 - If a deposit is held by the company. 11.
 - Optional services may be billed as a total of all optional services for 12. which a flat monthly charge is made.
 - 13. Credit for service outages will also be reflected.
 - 14. The name of the subscriber's presubscribed local toll and toll services providers.
 - 15. The name and address of the certificated local service provider.
 - 16. If the Customer's local, local toll or toll services provider has changed notice will be given in bold type on the first or second page of the customer's next bill.
 - G. During the first billing period in which a Customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

During the first billing period in which a Customer receives service, the Company provides each customer an insert or other written notice that explains that a PC Freeze is available. Existing Customers will be notified thereafter on an annual basis that a PC Freeze is available.

H. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be forwarded to the Commission's Consumer Services Division.

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2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits

A. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment(1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Cash Deposits will accrue interest at a rate that shall be equal to the current interest rate established by the Director of the Public Utility Division for consumer deposits. If the deposit is made within 30 days of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

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2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

1. Business Customers Requirements

If the credit of an applicant for Business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

2. Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last 12 billing periods or if the customer has had service disconnected during the last 12 months, has presented a dishonored check or has had significant changes in toll or recurring charges.

3. Amount of Deposit or Guaranty Contract.

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advance, or two months' charges when billed in arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

4. Refund of Deposits or Return of Guaranty Contracts

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

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2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

2.6.7 Returned Check Charge

The Company will bill Customer a onetime charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company twenty (20) days after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

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2.7 Responsibility of the Company

- 2.7.1 Provision of Equipment and Facilities
 - A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and applicable rules of the Commission.
 - B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
 - C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.
 - D. Subject to the arrangement of the Company and to all of the regulations contained in this Tariff; special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction and characterized by one or more of the following:
 - 1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
 - 2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
 - 3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.
 - 4. Facilities requested are in a quantity greater than that which the Company would normally construct.

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- 2.7 Responsibility of the Company (continued)
 - 2.7.1 Provision of Equipment and Facilities (continued)
 - 5. Facilities are requested on an expedited basis.
 - Facilities are requested on a temporary basis until permanent facilities are available.
 - 7. Facilities are requested in advance of normal construction.
 - 2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twenty four hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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- 2.7 Responsibility of the Company (continued)
 - 2.7.4 Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a bill for regulated telecommunications services within the period;
- B. Failure to make a security deposit;
- C. Violation of or noncompliance with any provision of law, or of the Tariffs or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission;
- D. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof:
- E. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission;
- F. Use of telephone service in such manner as to interfere with reasonable service to other end-users.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

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- 2.7 Responsibility of the Company (continued)
 - 2.7.4 Disconnection of Service by the Company (continued)

Insufficient reasons for denial or disconnection of service:

- A. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
- B. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
- C. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.
- D. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
- E. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Kentucky.
- F. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

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2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

The Company's Notice of Disconnection shall contain the following information:

The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text.

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

A statement that the customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.

The address and telephone number of the Commission's Consumer Services Division, in print size which is smaller than the print size used for the Company's telephone number.

The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service; a statement that the customer must also contact their IXC if such customer wishes to terminate such service in order to avoid incurring additional charges for such service.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

- A. A statement of how a customer may avoid the disconnection of service, including a statement that the customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- B. A statement that informs the customer where payments know be with the customer where payments know be with the customer where payments know be with the customer where payments agencies.

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- 2.7 Responsibility of the Company (continued)
 - 2.7.5 911 Access During Temporary Disconnection of Service

If residential service is temporarily disconnected for non-payment, access to 911 will remain available during the temporary disconnection period.

2.7.6 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

- 2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, State and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through BellSouth Telecommunications, Inc.
- 2.9.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

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2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff; all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.12 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

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2.13 Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's Tariffs, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

2.14 Level of Service Quality

2.14.1 Call Completion

The Company utilizes the facilities of the Incumbent LEC through approved interconnection agreements for the purposes of call completion and is dependent upon the ILEC for this service level. The Company's call completion Quality of Service will match the level of service quality the ILEC.

2.14.2 Repair Response

The Company utilizes the facilities of the Incumbent LEC through approved interconnection agreements for the purposes of repair and is functionally dependent upon the ILEC for this service level. Repair requests received by the Company prior to 3 P.M. Monday through Friday will be dispatched to the ILEC within the same business day. Requests received after 3 P.M. will be dispatched to the ILEC no later than Noon of the next business day. Requests received after 3 P.M Friday or on Saturday, Sunday or a major holiday will be dispatched no later than Noon the following Business Day. Customers may report service-affecting problems to the company by toll free number, email or facsimile. The Company will maintain a repair rate of 98% for normal repairs within 72 hours of receiving the service report from the Customer. Service related problems associated with major cable disruptions or that are weather related may result in longer repair cycles.

2.14.3 Installation Response

The Company utilizes the facilities of the Incumbent LEC through approved interconnection agreements for the purposes of repair and is functionally dependent upon the ILEC for this service level. Ninety-five percent of all new installations will take place within 10 business days after the Customer satisfies the requirements for service.

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SECTION 3 - SERVICE DESCRIPTION

3.1 <u>Local Exchange Service</u>

A. Basic local exchange service as described in this Tariff is comprised of exchange access lines as follows:

Exchange Access Line – The serving central office line equipment and all the Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and local calling appropriate to the service offerings selected by the Customer.

B. Exchange access lines are subject to the nonrecurring charges as specified in Section 4 of this Tariff.

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3. SERVICE DESCRIPTION (continued)

3.2 Directory Assistance

- A. The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers.
- B. Directory Assistance Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Tariff.
- C. Directory Assistance Service is available only to subscribers of Local Exchange Services

3.4 Toll Restriction

- A. The Company furnishes Toll Restriction Service whereby Customers may request that toll calls be blocked from completion by the Company's equipment. All toll restriction must comply with the Commissions rule's regarding call blocking and restriction.
- B. Toll Restriction Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Tariff.
- C. Toll Restriction Service is available only to subscribers of Local Exchange Service.

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3. SERVICE DESCRIPTION (continued)

3.5 <u>Directory Listing</u>

A. Directory Listings are regularly provided in connection with all classes of Exchange Service, unless the customer subscribes to Nonpublished or Nonlisted Service. The contract period for directory listings where the listing is printed in the directory is the directory period. Where the listing has not been printed in the directory, the period is one month.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published or non-listed telephone number in the directory or disclosing said number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listing or non-published listing.

- B. Directory Listing is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Tariff.
- C. Directory Listing is available only to subscribers of Local Exchange Service.

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4. RATES

4.1 Local Exchange Services

4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment

4.1.1.1 General

- A. Public Telephone Access Service for PSP provided equipment is an exchange line service provided at the request of the subscriber for telecommunications use by the general public at locations accessible to the general public.
- B. Public Telephone Access Service for PSP provided equipment is provided for use with PSP telephones.
- C. The carriage and completion of local messages are provided by the Company.
- D. Public Telephone Access Service for PSP provided equipment is provided subject to the condition that telephone messages (local and long distance) placed from stations which are accessible to the public are completed over Public Telephone Access Service for PSP lines. Where Public Telephone Access Service for PSP provided equipment is furnished, any type or grade of business service offered regularly at that location may be furnished in addition, provided such business service is confined to locations solely for use by the particular establishment.
- E. PSP telephones may not be attached to other types of access lines. A subscriber must order a separate Public Telephone Access line for each PSP telephone installed and will be billed the Tariffed rate for each line.
- F. PSPs may not charge for incoming calls.
- G. For customers subscribing to Caller ID Deluxe, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone."

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- 4.1 <u>Local Exchange Services</u> (continued)
 - 4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.2 Responsibility of the Subscriber
 - A. The subscriber shall be responsible for the installation, operation and maintenance of any PSP telephones used in connection with this service.
 - B. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations and have the following operational characteristics:
 - The caller must be able to access an Operator of a Company certified by the Commission to provide local exchange service or alternate operator service, 911 (at no charge) where available, and Local Directory Assistance (411) of a Company certified by the Commission.
 - 2. Emergency numbers (operator assistance and 911) must be clearly posted at each location of a PSP telephone.
 - 3. Information must be displayed on each PSP telephone consisting of an address and telephone numbers (Toll Free) where a caller can obtain assistance in the event that the telephone malfunctions in any way and procedures for obtaining a refund from the payphone service provider. The Company is not responsible for refunds of coins deposited in PSP coin-operated public telephones.
 - 4. All PSP telephones in service must return the coins to the user in the event of an incomplete call.
 - 5. The telephone number must be displayed on each PSP telephone, unless otherwise prohibited by the Commission.

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- 4.1 Local Exchange Services (continued)
 - 4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.2 Responsibility of the Subscriber (continued)
 - 6. Each PSP telephone must be capable of providing access to all interexchange carriers certified to provide long distance service in Kentucky and who are in fact providing such service. Access to the carrier of choice must be permitted by means of the dialing sequence chose by the carrier (e.g., 950-XXXX, 1-8XX, or 101XXXX). The dialing sequence chosen by the carrier should include the option of placing an 0+ call without operator intervention. A dialing sequence commencing with 00- shall provide the caller with access to the prescribed long distance carrier or operator service provider under contract to provide service to the payphone. As to coinless public telephones, it will be necessary for certified Interexchange Carriers providing public telephone service and not reselling local or intraLATA service to make available the service to all Interexchange Carriers that can be reached by means of the dialing sequence chosen by the carrier.
 - All PSP telephones must be capable of completing local and toll calls except as otherwise allowed by the rules of the Commission.
 - 8. All PSPs shall place on the telephone instrument, a clear and conspicuous disclosure of the prescribed provider of operator and long distance services and the method by which the user may obtain the rates thereof.
 - Operator services provided by a company certified by the Commission to provide local exchange service or local alternate operate services shall be accessed by dialing "0" from a payphone service provider telephone.
 - Any limit on the duration of any call (Local or Toll) made from any PSP telephone shall be in compliance with the Order of the Federal Communications Commission in Docket No.96-128 and the Kentucky Public Service Commission OF KENTUCKY EFFECTIVE

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- 4.1 <u>Local Exchange Services</u> (continued)
 - 4.1.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.2 Responsibility of the Subscriber (continued)
 - C. The PSP shall insure that the payphone complies with regulations regarding hearing impaired and handicapped access in accordance with the American Disabilities Act (ADA).
 - D. The PSP telephone shall be installed in compliance with all accepted telecommunications industry standards and the current National Electric Code and National Electric Safety Code and other requirements as established by the Commission..
 - E. The PSPs must meet the requirements for the provision of pay telephone services as established by the Kentucky Public Service Commission before connection to the network of a Company certified to provide local exchange service shall be allowed. All PSPs comply with the reporting and compliance rules as established by the Kentucky Public Service Commission.
 - F. All PSPs shall comply with all Commission rules currently in effect or enacted by the Commission regarding the operation of pay telephones.

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- 4.1 <u>Local Exchange Services</u> (continued)
 - 4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.3 Violations of Regulations
 - A. Where any PSP telephone is used and/or connected in violation of this Tariff, the Company will promptly notify the customer of the violation.
 - 4.1.1.4 Optional Service Features
 - A. Central Office Blocking with Operator Screening

Central Office Blocking with Operator Screening is offered to provide a choice of restrictions at the subscriber's option.

Options E1, and G1 are offered subject to availability of facilities.

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- 4.1 <u>Local Exchange Services</u> (continued)
 - 4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.4 Optional Service Features (continued)
 - A. Central Office Blocking with Operator Screening (continued)
 - Option E1 Two-Way Service. Provides central office blocking of 7 digit local, 976, 1+DDD, 1+900, 011+, and 101XXXX 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Further, third number and collect calls to Public Telephone Access Service for PSP provided equipment are not allowed.¹
 - Option F1 Outward Only Service. Provides central office blocking of 7 or 10 digit local, 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
 - Option G1 Two-Way Service. Provides central office blocking of 976, 1+DDD, 1+900, 011+, and 101XXXX 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Further, third number and collect calls to Public Telephone Access Service for PSP provided equipment are not allowed.¹
 - 4. Option H1 Outward Only Service. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.^{1,2}

Note 1: 011+ and 101XXXX 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan.

Note 2: Options F1 and H1 may only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Commission may grant a specific exemption.

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- 4. RATES (continued)
 - 4.1 <u>Local Exchange Services</u> (continued)
 - 4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.5 Rates and Charges
 - A. Public Telephone Access Service for PSP Provided Equipment Rates and Charges Applied by The Company

Public Telephone Access Service for PSP provided equipment provided on a Flat Rate basis.

- 1. Flat Rate Service-Monthly Charges Per Access Line
 - a. The following monthly rates are applicable to Public Telephone Access Service for PSP provided equipment on a per line basis and includes all calls within the local calling area.

Monthly rate applies to Options E1, F1, G1, & H1

b. Monthly Rate

\$ 20.51

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- 4.1 <u>Local Exchange Services</u> (continued)
 - 4.1.1 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)
 - 4.1.1.5 Rates and Charges (continued)
 - A. Public Telephone Access Service for PSP Provided Equipment Rates and Charges Applied by The Company (continued)
 - 2. Charges for Intra State Intra Lata calls are included in the monthly flat rate for Public Telephone Access Service
 - 3. Touch-Tone Calling Service will be provided at no charge to the subscriber.
 - 4. Charges for Directory Assistance calls are applied as described in Section 4 of this Tariff.
 - 5. Service Charges as covered in Section 4 of this Tariff are applicable. Changes in service from an existing exchange service to Public Telephone Access Service for CPE will be considered as new service.
 - Listings in connection with Public Telephone Access Service for CPE are finished as described in Section 4 of this Tariff.
 - B. Rates and Charges Applied by the Subscriber
 - The charge to a user of a PSP telephone for placement of a local call shall be in compliance with the Order of the Federal Communications Commission in Docket 96-128 and shall be clearly displayed on each PSP telephone.
 - 2. The rates charged the caller for any 1+ intraLATA /intrastate and interLATA/intrastate call may not exceed the rates authorized by the Kentucky Public Service Commission.

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4.2 <u>Directory Assistance</u>

A. IntraLATA / Home NPA

- 1. Where the customer places a sent-paid direct dialed call to Directory Assistance, the charge for each call (maximum of two numbers requested) is \$.60.
- 2. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance Service Charges are billed to a third number; or a special billing number, the charge for each call (maximum of two requests per call) is \$.60.

B. National Listing Service

- National Listing Service (NLS) is a service whereby customers may request listing information for areas outside their LATA or home NPA. Requests for listings that are intraLATA or within the customers home NPA are billed under the IntraLATA / Home NPA Directory Assistance rate.
- Callers access NLS by dialing 1+411 or 0+411. Only calls made for listings outside the customers' local directory assistance scope as defined above will be eligible for NLS.
- 3. The customer will be charged for each listing request made during the call. The NLS rate applies per listing request whether or not a number is provided including requests for numbers which are non-published, non-listed or not found. There are no allowances associated with NLS.

There are no exemptions from billing for requests for NLS.

4. Rates

Charge Per Listing Request

Sent Paid Request Alternately Billed Requests

\$0.95 1.10

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4.3 <u>Directory Services</u>

A. Primary Listings

One listing, termed the Primary Listing, is provided without charge. One copy of the telephone directory for the service area in which Customer is a subscriber will be delivered to Customer within 10 days after service is installed.

- B. Alternate Listings
 - a. Non-Published

Public Telephone Access Service,	Monthly <u>Rate</u> \$ 0.00	Service Charge \$ 0.00
Non-Published, each	ψ 0.00	Ψ 0.00

b. Non-Listed

	Monthly	Service
	Rate	<u>Charge</u>
Public Telephone Access Service,	\$0.00	\$0.00
Non-Listed, each		

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4.4 Restoration of Suspended Service

A. The following Service and Equipment Charge will apply for restoring service after its temporary suspension by the Company, as covered in the Rules and Regulations of this Tariff.

Service and Equipment Charge

\$20.00

In addition to the Service and Equipment Charge, the customer will be required to pay all charges due, including the charges for the period of denial.

4.5 <u>Telecommunications Relay Service</u>

For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

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SECTION 5 - PROMOTIONS

A. <u>Promotions</u>

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company shall notify the Director of the Public Utility Division (PUD) by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period, which notice shall be provided in accordance with applicable Commission rules and made part of this Tariff.

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Monthly Statement: August 1, 2003

Invoice for Local Telephone Service

502 444 0000

Innovative Payphone Service 123 W Middle Brook Road Suite A7 Louisville, KY 00000

Due Date

August 20, 2003

Total Due

\$28.70

Customer Summary

Previous Charges	\$30.42
Payment - July 15	-\$30.42
Polongo	\$0.00
Balance Current Month's Charges	\$30.42
Canoni World Charges	400
Total Amount Due	\$30.42

Questions, Comments, or other Concerns Call us at our toll free number (866) 766-1515

or write to us at:

Symtelco

Attention: Customer Care 1385 Weber Industrial Drive Cumming, GA 30041

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Please remit payment to:

Due Date Total Due August 20, 2003

\$30.42

Innovative Payphone Service 123 W Middle Brook Road Suite A7

Louisville, KY 00000

Symtelco

1385 Weber Industrial Drive

Cumming, GA 30041

Monthly Statement: August 1, 2003

Invoice for Local Telephone Service

502 444 0000

Questions, Comments, or other Concerns Call us at our toll free number (866) 766-1515

or write to us at:

Symtelco

Attention: Customer Care 1385 Weber Industrial Drive Cumming, GA 30041

Symtelco Local Services

Detail of Charges: August 1 - August 31

Local Services for 502-444-0000	\$20.51	
Taxes and Surcharges		
Interstate Access Surcharge	\$7.84	
Number Portability Surcharge	\$0.35	
State Tax	\$1.72	
Total Local Services, Taxes & Surcharges	\$30.42	

Service Charges and Carrier Selections

This section is provided to identify any changes to your account since your last bill and to confirm your carrier selections.

Local Toll:

AT&T - No Change

Long Distance:

AT&T - No Change

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